

Home Savings

Scott R. Stiegemeier
Vice President
Surface Transportation board
Office of the Secretary
Attn: Rudy St. Louis
Washington, D.C. 20423-0001

June 17, 2002

RECORDATION NO. 34025 FILED

JUN 2 '02 1:51 PM

SURFACE TRANSPORTATION BOARD

Dear Secretary,

I have enclosed the original and one counter part of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a security agreement, a primary document dated June 14, 2002.

The name and address of the parties to the document are as follows:

- 1) Debtor: R.P. Flynn, Inc, d.b.a. Ohio Railway Supply
5279 Burnett Rd.
Kent, Ohio 44240
- 2) Secured Party Home Savings Bank
142 N. Water St.
Kent, Ohio 44240

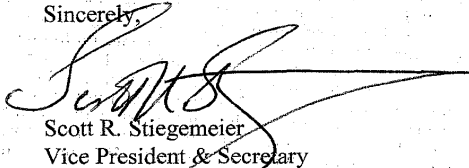
A description of the equipment covered by the primary document is as follows:

A 1947 Pullman Business Card, Amtrak private car # 800289 bearing the name "The North Star", with contents.

A fee of \$28.00 is enclosed. Please return the original and any extra copies not needed by the Board for Recordation to Home Savings Bank 142 N. Water St. Kent Ohio 44240. A short summary of the document to appear in the index is as follows:

A security agreement in the amount of \$130,000.00 from R.P. Flynn
To Home Savings Bank, dated and signed June 14th, 2002. The secured
Property includes, but is not limited by the following: a 1947 Pullman Business
Car, Amtrak private car # 800289, with contents.

Sincerely,


Scott R. Stiegemeier
Vice President & Secretary

SRS:sm

FDIC Insured

Incorporated 1898

142 North Water Street Kent, Ohio 44240

(330) 673-9827
Fax (330) 673-4310




Home Savings

Scott R. Stiegemeier
Vice President

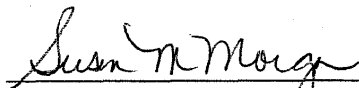
CORPORATE FORM OF CERTIFICATION

STATE OF OHIO:
COUNTY OF PORTAGE}ss.

ON THIS 17TH DAY OF JUNE, 2002 BEFORE ME PERSONALLY APPEARED
SCOTT R. STIEGEMEIER, TO ME PERSONALLY KNOWN, WHO BEING BY
ME DULY SWORN, SAYS THAT HE IS THE VICE PRESIDENT AND SECRETARY
OF HOME SAVINGS BANK, THAT HE HAS COMPARED THE ORIGINAL
FOREGOING INSTRUMENT TO THE ATTACHED COPY AND HAS FOUND
THE COPY TO BE COMPLETE.


SCOTT R STIEGEMEIER
VICE PRESIDENT & SECRETARY

MY COMMISSION EXPIRES:


SUSAN M MORGAN, NOTARY PUBLIC

Susan M. Morgan
Notary Public, State of Ohio
My Commission Expires November 9, 2005

FDIC Insured

Incorporated 1898

142 North Water Street Kent, Ohio 44240

(330) 673-9827
Fax (330) 673-4310



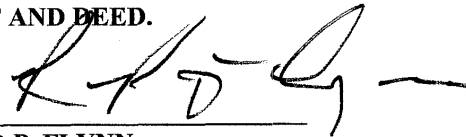
Home Savings

Scott R. Stiegemeier
Vice President

INDIVIDUAL FORM OF ACKNOWLEDGMENT

STATE OF OHIO:
COUNTY OF PORTAGE} ss.

ON THIS 17TH DAY OF JUNE, 2002 BEFORE ME, PERSONALLY APPEARED
R.P. FLYNN, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO
EXECUTED THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED THAT
HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.



R.P. FLYNN

MY COMMISSION EXPIRES:



SUSAN M MORGAN NOTARY PUBLIC

Susan M. Morgan
Notary Public, State of Ohio
My Commission Expires November 6, 2005

FDIC Insured

Incorporated 1898

142 North Water Street Kent, Ohio 44240

(330) 673-9827
Fax (330) 673-4310



Home Savings

Scott R. Stiegemeier
Vice President

CORPORATION FORM OF ACKNOWLEDGMENT

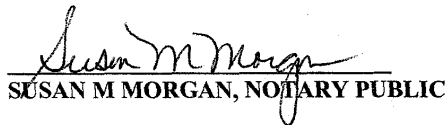
STATE OF OHIO:
COUNTY OF PORTAGE}ss

ON THIS 17TH DAY OF JUNE, 2002 BEFORE ME, PERSONALLY APPEARED R.P. FLYNN, TOME PERSONALLY KNOWN, WHO BEING SWORN, SAYS THAT HE IS THEIR PRESIDENT OF R.P. FLYNN, INC. D.B.A. OHIO RAILWAY SUPPLY, AN OHIO CORPORATION, THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION B AUTHORITY OF ITS BOARD OF DIRECTORS, AND HE ACKNOWLEDGED THAT THE EXECUTION OF THE FOREGOING INSTRUMENT WAS THE FREE ACT AND DEED OF SAID CORPORATION.



R.P. FLYNN, PRESIDENT

MY COMMISSION EXPIRES:


SUSAN M MORGAN, NOTARY PUBLIC

Susan M. Morgan
Notary Public, State of Ohio
My Commission Expires November 9, 2005

FDIC Insured

Incorporated 1898

142 North Water Street Kent, Ohio 44240

(330) 673-9827
Fax (330) 673-4310



R. P. FLYNN, INC DBA OHIO RAILWAY SUPPLY 5278 BURNETT RD KENT, OH 44240	HOME SAVINGS BANK 142 N WATER ST KENT, OH 44240	Loan Number _____ Date <u>06-17-2002</u> Maturity Date <u>07-01-2004</u> Loan Amount \$ <u>130,000.00</u> Renewal Of _____
BORROWER'S NAME AND ADDRESS <small>"I" includes each borrower above, jointly and severally.</small>	LENDER'S NAME AND ADDRESS <small>"You" means the lender, its successors and assigns.</small>	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 Dollars \$ 130,000.00

☐ **Single Advance:** I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On 06-17-2002 I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are FUNDS WILL BE DISBURSED BY TELEPHONE OR WRITTEN AUTHORIZATION

☒ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on 07-01-2004.

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 06-18-2002 at the rate of 8.000 % per year until 07-01-2004.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____
A change in the interest rate will take effect _____

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

ACCURAL METHOD: Interest will be calculated on a PERIODIC basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE AMOUNT WITH A MAX OF \$100.00

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☒ are ☐ are not included in the principal amount above: BANK AND FILING FEES

PAYMENTS: I agree to pay this note as follows:

MONTHLY PAYMENTS OF ACCRUED INTEREST CALCULATED ON THE AMOUNT OF CREDIT OUTSTANDING BEGINNING ON 08-01-2002 AND PRINCIPAL DUE ON 07-01-2004.

RECORDATION NO. 24025 FILED

JUL 2 '02 1-51 PM

SURFACE TRANSPORTATION BOARD

ADDITIONAL TERMS:

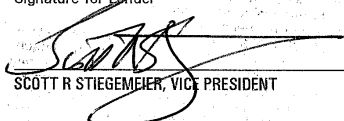
BY SIGNING THIS NOTE, YOU ARE REQUIRED TO FURNISH HOME SAVINGS BANK WITH AN UPDATED FINANCIAL STATEMENT, COPIES OF FEDERAL TAX RETURNS AND OTHER CURRENT FINANCIAL INFORMATION ANNUALLY, AS REQUESTED.

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date): UCC FILING ON 1 1947 PULLMAN BUSINESS CAR AMTRAK PRIVATE CAR # 800289

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is PURCHASE

Signature for Lender


SCOTT R STIEGEMEIER, VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

IN THIS NOTICE "YOU" MEANS THE BORROWER.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

R. P. FLYNN, INC DBA OHIO RAILWAY SUPPLY

R.P. FLYNN, PRESIDENT

R.P. FLYNN, PERSONALLY AND AS AN INDIVIDUAL

